

June 30, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE
COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: **ADDENDUM NO. 2**
CONTRACT NO. 07-489A-SM
MULTIPURPOSE – OFFICE PAPER

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OF
KEY CONTRACT INFORMATION**

NOTE: PLEASE REPLACE ADDENDUM NO. 1 WITH THE FOLLOWING UPDATED PRICING. All other
terms and conditions remain the same.

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each vendor's contract shall be valid for one (1) year from July 1, 2008 through June 30, 2009. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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<p><u>OFFICEMAX ENTERPRISE SOLUTIONS</u> 3001 Frost Road Bristol, PA 19907 Phone No. 800.472.6473 Fax: 800.572.6473 Contact: Order Entry Federal E.I. No.: 82-0477390 Account Manager: Kevin Nerlinger Phone: 800.348.3056. Ext. 2815 E-Mail: kevinnerlinger@officemax.com</p>
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4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Ship Stock: 1 Day ARO

Ship Non-Stock: 1 – 3 Days ARO

Optional Inside Delivery \$.50/carton

Optional Full Flight Stairs Fee \$.50/carton

Three (3) Drilled Holes – 20 lb. bond paper \$.32 per thousand sheets

6. **PRICING:**

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Prices shall remain firm for the first six (6) months of the contract, and may be adjusted for the second six (6) month period. The adjustment shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period.

NOTE: The following prices are effective from July 1, 2008 through December 31, 2008.

ALL PAPER IS MULTI PURPOSE, LETTER SIZE, 20LB				
White Virgin Paper				
DESCRIPTION	PRODUCT CODE	UNIT	DELIVERY	PRICE
WHITE	PX9DOCK	CT	DOCK	\$30.45
WHITE	PX9INSIDE	CT	INSIDE	\$30.97
WHITE	PX9STAIRS	CT	INSIDE, UP STAIRS	\$31.50
WHITE, TRUCKLOAD, 880 CT,\$29.88 /CT	PX9TRUCK	TRUCK	DOCK	\$26,295.81
WHITE, 3 HOLE PUNCHED	PX9PDOCK	CT	DOCK	\$32.67
WHITE, 3 HOLE PUNCHED	PX9PINSIDE	CT	INSIDE	\$33.19
WHITE, 3 HOLE PUNCHED	PX9PSTAIRS	CT	INSIDE, UP STAIRS	\$33.71
White Recycled Paper				
DESCRIPTION	PRODUCT CODE	UNIT	DELIVERY	PRICE
WHITE, RECYCLED	PRCYDOCK	CT	DOCK	\$32.67
WHITE, RECYCLED	PRCYINSIDE	CT	INSIDE	\$33.19
WHITE, RECYCLED	PRCYSTAIRS	CT	INSIDE, UP STAIRS	\$33.71
WHITE, RCY, 3 HOLE PCH	PRCYPDOCK	CT	DOCK	\$34.89
WHITE, RCY, 3 HOLE PCH	PRCYPINSIDE	CT	INSIDE	\$35.42
WHITE, RCY, 3 HOLE PCH	PRCYPSTAIRS	CT	INSIDE, UP STAIRS	\$35.94
WHITE , RECYCLED 880 CTS TRUCKLOAD, \$32.11/CT	PRCYTRUCK	KK	DOCK	\$28,261.39

Colors 3 Hole Punch				
DESCRIPTION	PRODUCT CODE	UNIT	DELIVERY	PRICE
BLUE, 3 HOLE PUNCHED	PMP3HDOCKPBE	CT	DOCK	\$37.95
BLUE, 3 HOLE PUNCHED	PMP3HINSIDEPBE	CT	INSIDE	\$38.48
BLUE, 3 HOLE PUNCHED	PMP3HSTAIRSPBE	CT	INSIDE, UP STAIRS	\$39.00
				\$0.00
CANARY, 3 HOLE PUNCHED	PMP3HDOCKPCY	CT	DOCK	\$37.95
CANARY, 3 HOLE PUNCHED	PMP3HINSIDEP CY	CT	INSIDE	\$38.48
CANARY, 3 HOLE PUNCHED	PMP3HSTAIRSPCY	CT	INSIDE, UP STAIRS	\$39.00
GREEN, 3 HOLE PUNCHED	PMP3HDOCKPGN	CT	DOCK	\$37.95
GREEN, 3 HOLE PUNCHED	PMP3HINSIDEPGN	CT	INSIDE	\$38.48
GREEN, 3 HOLE PUNCHED	PMP3HSTAIRSPGN	CT	INSIDE, UP STAIRS	\$39.00
				\$0.00
PINK, 3 HOLE PUNCHED	PMP3HDOCKPPK	CT	DOCK	\$37.95
PINK, 3 HOLE PUNCHED	PMP3HINSIDEP PK	CT	INSIDE	\$38.48
PINK, 3 HOLE PUNCHED	PMP3HSTAIRSPPK	CT	INSIDE, UP STAIRS	\$39.00
Colors				
DESCRIPTION	PRODUCT CODE	UNIT	DELIVERY	PRICE
BLUE	PMPDOCKBE	CT	DOCK	\$35.73
BLUE	PMPINSIDEBE	CT	INSIDE	\$36.25
BLUE	PMPSTAIRSBE	CT	INSIDE, UP STAIRS	\$36.77
BUFF	PMPDOCKBF	CT	DOCK	\$35.73
BUFF	PMPINSIDEBF	CT	INSIDE	\$36.25
BUFF	PMPSTAIRSBF	CT	INSIDE, UP STAIRS	\$36.77
CANARY	PMPDOCKCY	CT	DOCK	\$35.73
CANARY	PMPINSIDECY	CT	INSIDE	\$36.25
CANARY	PMPSTAIRSCY	CT	INSIDE, UP STAIRS	\$36.77
CHERRY	PMPDOCKCHE	CT	DOCK	\$35.73
CHERRY	PMPINSIDECHE	CT	INSIDE	\$36.25
CHERRY	PMPSTAIRSCHE	CT	INSIDE, UP STAIRS	\$36.77
BUFF	PMPDOCKCM	CT	DOCK	\$35.73
BUFF	PMPINSIDECM	CT	INSIDE	\$36.25
BUFF	PMPSTAIRSCM	CT	INSIDE, UP STAIRS	\$36.77
GOLDENROD	PMPDOCKGD	CT	DOCK	\$35.73

GOLDENROD	PMPINSIDEGD	CT	INSIDE	\$36.25
GOLDENROD	PMPSTAIRSGD	CT	INSIDE, UP STAIRS	\$36.77
GRAY	PMPDOCKGY	CT	DOCK	\$35.73
GRAY	PMPINSIDEGY	CT	INSIDE	\$36.25
GRAY	PMPSTAIRSGY	CT	INSIDE, UP STAIRS	\$36.77
GREEN	PMPDOCKGN	CT	DOCK	\$35.73
GREEN	PMPINSIDEGN	CT	INSIDE	\$36.25
GREEN	PMPSTAIRSGN	CT	INSIDE, UP STAIRS	\$36.77
IVORY	PMPDOCKIY	CT	DOCK	\$35.73
IVORY	PMPINSIDEIY	CT	INSIDE	\$36.25
IVORY	PMPSTAIRSIY	CT	INSIDE, UP STAIRS	\$36.77
ORCHID	PMPDOCKOR	CT	DOCK	\$35.73
ORCHID	PMPINSIDEOR	CT	INSIDE	\$36.25
ORCHID	PMPSTAIRSOR	CT	INSIDE, UP STAIRS	\$36.77
LAVENDAR	PMPDOCKLV	CT	DOCK	\$35.73
LAVENDAR	PMPINSIDELV	CT	INSIDE	\$36.25
LAVENDAR	PMPSTAIRSLV	CT	INSIDE, UP STAIRS	\$36.77
SPRING GREEN	PMPDOCKCL	CT	DOCK	\$35.73
SPRING GREEN	PMPINSIDECL	CT	INSIDE	\$36.25
SPRING GREEN	PMPSTAIRSCL	CT	INSIDE, UP STAIRS	\$36.77
PINK	PMPDOCKPK	CT	DOCK	\$35.73
PINK	PMPINSIDEPK	CT	INSIDE	\$36.25
PINK	PMPSTAIRSPK	CT	INSIDE, UP STAIRS	\$36.77
PUMPKIN	PMPDOCKPKN	CT	DOCK	\$35.73
PUMPKIN	PMPINSIDEPKN	CT	INSIDE	\$36.25
PUMPKIN	PMPSTAIRSPKN	CT	INSIDE, UP STAIRS	\$36.77
SALMON	PMPDOCKSN	CT	DOCK	\$35.73
SALMON	PMPINSIDESN	CT	INSIDE	\$36.25
SALMON	PMPSTAIRSSN	CT	INSIDE, UP STAIRS	\$36.77
TAN	PMPDOCKTN	CT	DOCK	\$35.73
TAN	PMPINSIDETN	CT	INSIDE	\$36.25

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

TECHNICAL SPECIFICATIONS

1. INSIDE DELIVERY:

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator other than the inside delivery fee.

2. APPROVED MILL BRANDS

All mill brands being quoted for each category are required to be listed as acceptable in the 2007/2008 edition of the Competitive Grade Finder Buyers Guide published by Grade Finders, Inc. Exton, PA.

3. PAPER SPECIFICATIONS:

A. All recycled and virgin paper shall meet or exceed American National Standards Institute (ANSI) standard Z39.48-1984 or latest revision for permanent paper and will conform to the following criteria:

1. Be free of groundwood content and unbleached pulp.
2. Have a PH value of 7.0.
3. Contain a minimum 2% calcium or magnesium carbonate filler.

B. Paper shall be lengthwise grain, developed by multicooking and chemical processes to eliminate grayness and color change. Paper shall be quillotine or rotary trimmed square on all four sides, no linting in operation, and produce sharp, clear, clean and legible copy. ALL PAPERS MUST BE MINIMUM NUMBER 4 GRADE, AS LISTED IN TRADE JOURNALS, SUCH AS WALDEN'S PAPER CATALOG.

C. DIMENSIONS: All papers must be within industry tolerance factor or zero (0) plus or minus (+-) 1/32" for rotary or guillotine cut. Variances within ream of more than 1/64" will be considered as sufficient cause for return of all unsatisfactory material, by lot or production run, of purchase order.

D. PACKAGING: All paper must be cut and ream wrapped at the mill in moisture proof paper with a printed label attached setting forth the mill brand, kind of paper, substance weight, grain and number of sheets therein.

E. WEIGHT TOLERANCE: Any variations above or below the basic weight specified shall not exceed 5% (+-).

TECHNICAL SPECIFICATIONS (Continued):

3. PAPER SPECIFICATIONS (Continued):

- F. COUNT: "Mill Count" 500 sheets per ream shall be accurate for all grades of paper. Verification of mill count will be made by the receiving agency and deliveries may be rejected for inaccurate count. Shortages will be deducted in case the delivery is accepted.
- G. CURL: Paper having a curl which cannot be overcome under reasonable working conditions will be rejected.
- H. LATENT DEFECTS: If latent defects should be discovered after the material has been accepted, the contractor shall be required to replace the defective material without cost to the State.
- I. HOLES: Holes shall be drilled. Punched holes are NOT acceptable.
- J. COLORS: To be pink, blue, green, buff, goldenrod, cherry, gray, canary, cream, ivory, tan, peach, orchid and salmon. A color swatch must be provided with your bid. Color swatches must also be provided to agencies or school districts upon request.
- K. Private label brands, Foreign manufacturers/mill brands WILL NOT be accepted. North American Mill Brands ONLY are acceptable.

4. RECYCLED PAPER SPECIFICATIONS:

- A. Must contain a minimum of 50% recycled paper and 30% post-consumer waste (PCW) (50/30).
- B. All requirements as stated in B. DETAILED REQUIREMENTS No. 3 above

5. METHOD OF TRANSPORTATION:

Agencies prefer vendors to use company owned trucks for deliveries to allow for better control after an order has been placed. Trucks with lift gates may be required. Agencies may require the vendor to deliver paper loaded on pallets and wrapped for delivery locations with loading docks. Failure to adhere to the requirements of the agency may result in the cancellation of a contract.

11. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.